

5. Insurance Period

In lieu of the provisions of section 7 of the general crop insurance policy insurance attaches on each unit on March 1 and insurance ends at the earliest of:

- (1) Total destruction of the fig crop;
- (2) The date harvest of the figs (by type) should have started on any acreage that will not be harvested;
- (3) Harvest of the figs;
- (4) Final adjustment of a loss; or
- (5) October 31.

6. Unit Division

a. In addition to the provisions in subsection 17.q. of the general crop insurance policy, a unit will be all insurable acreage of an insurable type of fig in the county.

b. Fig acreage that would otherwise be one unit may be divided into more than one unit if you agree to pay additional premium as provided for by the actuarial table and if for each proposed unit:

- (1) You maintain written, verifiable records of acreage and harvested production for at least the previous crop year, and production reports based on those records are filed to obtain an insurance guarantee; and
- (2) The acreage of insured figs is located on noncontiguous land. If you have a loss on any unit, production records for all harvested units must be provided. Production that is commingled between optional units will cause those units to be combined.

7. Claim for Indemnity

a. The indemnity will be determined on each unit by:

- (1) Multiplying the insured acreage by the production guarantee;
- (2) Subtracting therefrom the total production of figs to be counted (see subsection 7.b.);
- (3) Multiplying the remainder by the price election; and
- (4) Multiplying this product by your share.

b. The total production (pounds) to be counted for a unit will include all harvested and appraised marketable figs, as defined by the Marketing Order for Dried Figs, as amended.

(1) All substandard production must be inspected by us and we must give written consent to you prior to delivery to the substandard pool. If the substandard production is not inspected or we do not give written consent prior to the delivery to the substandard pool, all production will be counted as marketable production.

(2) Appraised production to be counted will include:

- (a) Potential production lost due to uninsured causes and failure to follow recognized good fig farming practices;
- (b) Not less than the guarantee for any acreage which is abandoned, damaged solely

by an uninsured cause, or destroyed by you without our consent; and

(c) Any unharvested production.

(3) Any appraisal we have made on insured acreage will be considered production to count unless such acreage is:

- (a) Not harvested before the harvest of figs becomes general in the county;
- (b) Further damaged by an insured cause and reappraised by us; or
- (c) Harvested.

8. Cancellation and Termination Dates

The cancellation and termination dates are February 28.

9. Contract Changes

The date on which contract changes will be available in your service office is October 31 preceding the cancellation date.

10. Meaning of Terms

a. *Harvest* means the picking of the figs from the trees or ground by hand or machine for the purpose of removal from the orchard.

b. *Non-contiguous land* means land which is not touching at any point, except that land which is separated by only a public or private right-of-way will be considered contiguous.

c. *Substandard production* means production that does not meet minimum grade standards and is defined as "substandard" by the Marketing Order for Dried Figs, as amended, which is in effect on the date insurance attaches.

[53 FR 15015, Apr. 27, 1988, as amended at 60 FR 56934, Nov. 13, 1995]

§ 401.126 Onion endorsement.

The provisions of the Onion Endorsement for the 1988 and subsequent crop years are as follows:

FEDERAL CROP INSURANCE CORPORATION

Onion Endorsement

1. Crop Insured

a. The crop insured will be onions planted for harvest as dry onions (bulb onions).

b. In addition to the onions not insurable under section 2 of the general crop insurance policy, we do not insure any onions planted for green (bunch) or seed onions, including chives, garlic, leek, or scallions.

c. A late planting agreement will be available.

2. Causes of Loss

The insurance provided is against unavoidable loss of production resulting from the following causes occurring within the insurance period:

- a. Adverse weather conditions;

b. Fire;
c. Insects;
d. Plant disease;
e. Wildlife;
f. Earthquake;
g. Volcanic eruption; or
h. If applicable, failure of the irrigation water supply due to an unavoidable cause occurring after the beginning of planting;
unless those causes are excepted, excluded, or limited by the actuarial table or section 9 of the general crop insurance policy.

3. Annual Premium

The annual premium is computed by multiplying the production guarantee times the price election, times the premium rate, times the insured acreage, times your share at the time of planting.

4. Insurance Period

In lieu of section 7 of the general crop insurance policy, insurance attaches on each unit or part of a unit when the onions are planted and ends at the earliest of:

- (a) Total destruction of the onions on the unit;
- (b) Five days after digging of the onions;
- (c) Removal of the onions from the field;
- (d) Final adjustment of a loss on a unit; or
- (e) The following dates for the calendar year in which the onions are normally harvested:
Washington-Walla Walla Sweets and any other non-storage type onion—July 31
Colorado—September 30
All other Washington onions and all other states—October 15

5. Unit Division

Onion acreage that would otherwise be one unit, as defined in the general policy, may only be further divided into units by onion type (Red, Yellow, or White) if you agree to pay an additional premium as provided for by the actuarial table and if for each proposed unit by type:

- a. You maintain written verifiable records of planted acreage and harvested production for at least the previous crop year and production reports by type based on those records are filed to obtain an insurance guarantee.
- b. The acreage boundaries between onion types is clearly identifiable, the insured acreage is easily determined and the onions are planted in such a manner that the planting pattern does not continue into the adjacent field of different type (maximum number of units, three); or
- c. The acreage planted to onions consists of acreage on which both irrigated and non-irrigated practices are carried out, provided:
 - (1) Onions planted on irrigated acreage do not continue into nonirrigated acreage in the same rows or planting pattern (Nonirri-

gated corners of a center pivot irrigation system are part of the irrigated unit. The production from the total unit, both irrigated and nonirrigated, is combined to determine the unit yield for the purpose of determining the guarantee for the unit); and

(2) Planting, fertilizing and harvesting are carried out in accordance with recognized irrigated and nonirrigated farming practices for the area (maximum number of units, six; three irrigated and three non-irrigated).

6. Notice of Damage or Loss

In addition to the notices required in the general crop insurance policy and in case of damage or probable loss:

- a. You must give us written notice if you want to harvest the onions (After such notice is given, we will appraise the potential production. If we are unable to do so before harvest, you may harvest the crop, provided representative samples are left for appraisal purposes.); and
- b. Any representative sample must be at least 10 feet wide and the entire length of the field.

7. Claim for Indemnity

a. The indemnity will be determined on each unit by:

- (1) Multiplying the insured acreage by the production guarantee;
- (2) Multiplying the result by the price election;
- (3) Subtracting therefrom the dollar amount obtained by multiplying the total production of onions to be counted (see subsection 7b.) by the larger of your price election or the local market price at the time the onions are appraised; and
- (4) Multiplying this result by your share.

b. The total production (in hundredweight) to be counted for a unit will include all harvested and appraised production.

(1) The extent of any loss may be determined no later than the date onions are placed in storage or delivered to a packer or processor, whichever is earlier.

(2) Appraised production to be counted will include:

- (a) Unharvested production on harvested acreage and potential production lost due to uninsured causes;
- (b) Not less than the guarantee for any acreage which is abandoned or put to another use without our prior written consent or damaged solely by an uninsured cause;
- (c) Not less than the guarantee for any acreage from which the harvested production is disposed of without our prior written consent and such disposition prevents accurate determination of production; and
- (d) Any appraised production on unharvested acreage.

(3) Any appraisal we have made on insured acreage for which we have given written consent for another use will be considered production unless such acreage is;

- (a) Not put to another use before harvest of onions becomes general in the county for the planting period and reappraised by us;
- (b) Further damaged by an insured cause and reappraised by us; or
- (c) Harvested.

8. Cancellation and Termination Dates

The cancellation and termination dates are March 1st.

9. Contract Changes

The contract change date is December 31 preceding the cancellation date.

10. Meaning of Terms

Harvest means the digging of onions and placement of the onions into a container.

[53 FR 19217, May 27, 1988]

§ 401.127 Cranberry endorsement.

The provisions of the Cranberry Crop Insurance Endorsement for the 1990 and subsequent crop years are as follows:

FEDERAL CROP INSURANCE CORPORATION

Cranberry Endorsement

1. Insured Crop

a. The crop insured will be cranberries which are grown for processing or fresh market.

b. Except by written agreement between you and us or unless provided by the actuarial table, we do not insure any acreage:

- (1) Unless at least four growing seasons have elapsed between the date the vines were set out and the date insurance attaches;
- (2) With less than 90 percent of a stand of bearing vines based on the original planting pattern; or
- (3) That is being renovated and not being used to produce a full crop for the current year.

2. Causes of Loss

a. The insurance provided is against unavoidable loss of production resulting from the following causes occurring within the insurance period:

- (1) adverse weather conditions;
- (2) fire;
- (3) wildlife;
- (4) earthquake;
- (5) volcanic eruption;
- (6) insects;
- (7) plant disease;
- (8) if applicable, failure of the irrigation water supply due to an unavoidable cause occurring after insurance attaches; or

(9) failure or breakdown of irrigation equipment or facilities due to direct damage to the irrigation equipment or facilities from an insurable cause of loss if the cranberry crop is damaged by freezing temperatures within 72 hours of such equipment or facilities failure and the equipment or facilities could not have been made operational or replaced within such 72-hour time period; unless those causes are excepted, excluded, or limited by the actuarial table or section 9 of the general crop insurance policy.

b. We do not insure against any loss caused by the failure or breakdown of irrigation equipment or facilities except as provided in section 2.a.(9) above.

3. Annual Premium

The annual premium amount is computed by multiplying the production guarantee times the price election, times the premium rate, times the insured acreage, times your share on the date insurance attaches.

4. Insurance Period

a. In addition to the provisions in section 7 of the general crop insurance policy, for unharvested acreage, the date by which acreage should have been harvested is added as one of the dates, the earliest of which is used to designate the end of the insurance period. The calendar date for the end of the insurance period is November 20. The calendar date for the beginning of the insurance period is November 21.

b. If you obtain any insurable acreage of cranberries on or before January 5 of any crop year, insurance will be considered to have attached to such acreage at the beginning of the insurance period if we inspect such acreage and accept it in writing. If you convey any acreage of cranberries on or before January 5 of any crop year, insurance will not be considered to have attached to such acreage for that crop year.

5. Unit Division

Cranberry acreage that would otherwise be one unit, as defined in section 17 of the general crop insurance policy, may be divided into more than one unit if you agree to pay an additional premium if required by the actuarial table and if for each proposed unit:

- a. you maintain written verifiable records of acreage and harvested production for at least the previous crop year and production reports based on those records are timely filed to obtain an insurance guarantee; and
 - b. the acreage planted to insured cranberries in the county is located on non-contiguous land.
- If you have a loss on any unit, production records for all harvested units must be provided. Production that is commingled between optional units will cause those units to be combined.